

2/17/12 8:42:56
DK T BK 3.401 PG 580
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and Return To:
1007455MS
NATIONWIDE TRUSTEE SERVICES, INC.
1587 Northeast Expressway
Atlanta, GA 30329
(404)-417-4040

INDEXING INSTRUCTIONS: Lot 70, Sec. A, Magnolia Gardens Subdivision, Section 34,
Township 1 South, Range 6 West, DeSoto County, Mississippi.

SUBSTITUTION OF TRUSTEE

WHEREAS, on July 10, 2007, Jamie M. Brady a/k/a Jamie Osborne a/k/a Jamie Brady Osborne and Andy Osborne, executed a Deed of Trust to Carlton W. Orange, Esq. for the use and benefit of Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for First Franklin Financial Corp., an OP. SUB. of MLB & T Co., FSB, its successors and assigns which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Record Book 2,762, Page 431 thereof; describing the following property:

Land situated in DeSoto County, Mississippi:

Lot 70, Sec. A, First Addition, Magnolia Gardens Subdivision, located in Section 34, Township 1 South, Range 6 West, as shown on Plat of record in Plat Book 40, Page 28, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust;
and

WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said foreclosed property to the **J.P. MORGAN MORTGAGE ACQUISITION CORP.**, its successors and assigns. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute **NATIONWIDE TRUSTEE SERVICES, INC.**, as Trustee in said Deed of Trust, the said **NATIONWIDE TRUSTEE**

SERVICES, INC., to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this
the 27 day of January, 2012.

J.P. MORGAN MORTGAGE ACQUISITION CORP BY
MARIX SERVICING AS ATTORNEY IN FACT

By: Christopher R Warner
Christopher R Warner, Senior Vice President

Its _____ Attorney in Fact _____

STATE OF Arizona

Power of Attorney Attached as Exhibit **A**

COUNTY OF Maricopa

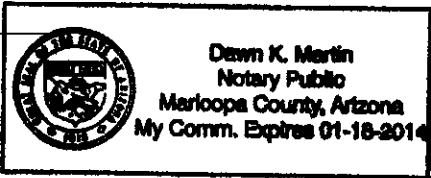
Personally appeared before me, the undersigned authority in and for the said county and state, on
this 27 day of January, 2012, within my jurisdiction, the within named
Christopher R Warner
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose
name(~~s~~) is/~~are~~ subscribed in the above and foregoing instrument and acknowledged that
he/~~she/they~~ executed the same in his/~~her/their~~ representative capacity(~~ies~~), and that by
his/~~her/their~~ signature(~~s~~) on the instrument; and as the act and deed of the person(~~s~~) or entity(~~ies~~)
upon behalf of which he/~~she/they~~ acted, executed the above and foregoing instrument, after first
having been duly authorized so to do.

Dawn K. Martin

NOTARY PUBLIC

My commission expires: 01-18-14

(Affix seal)



LIMITED POWER OF ATTORNEY

Prepared by:

Germán A. Salazar, Esq.

When recorded return to:

Marix Servicing LLC
1925 W. Pinnacle Peak Rd.
Phoenix, AZ 85027

This Limited Power of Attorney is made in connection with that certain Subservicing Agreement by and between J.P. Morgan Mortgage Acquisition Corp. (the "Owner") and Marix Servicing LLC, a Delaware LLC (the "Subservicer") dated as of February 24, 2010 (the "Subservicing Agreement").

Owner hereby makes, constitutes and appoints Subservicer for Owner's benefit and in Owner's name, place, and stead, Owner's true and lawful attorney-in-fact, with full power of substitution, to act in any manner necessary and proper to exercise the servicing and administrative powers set forth in the Subservicing Agreement with respect to those loans and REO properties transferred to Subservicer pursuant to the terms of the Subservicing Agreement. Such powers shall include, but are not limited to executing the following documents:

1. Mortgage/trust deed assignments;
2. Substitutions of trustee;
3. Deeds of conveyance (including, without limitation, warranty deeds, grant deeds and quitclaim deeds);
4. Trust deed reconveyance and mortgage release documents;
5. Partial releases;
6. Affidavits (including, without limitation, lost note affidavits, military affidavits and affidavits of indebtedness);
7. Powers of attorney (i) concerning any process related to effecting a lien release upon payment of a loan in full, or (ii) used to process any foreclosure, bankruptcy or other related activity concerning a loan in default;
8. HUD-1 settlement statements;
9. Contracts/purchase agreements for sale of real estate;
10. All other normal and customary documents related to the foreclosure and/or sale of real estate.

This appointment shall not be assigned to any third party by Subservicer without the written prior consent of Owner and this Limited Power of Attorney is effective as of the date hereof and shall continue in full force and effect until (i) revoked in writing by the Owner, (ii) the termination of the Subservicing Agreement, or (iii) with respect to any loan or REO property, such loan or REO property is no longer serviced by Subservicer under the Subservicing Agreement.

Nothing herein shall give any attorney-in-fact the rights or powers to negotiate or settle any suit, counterclaim or action against Owner. If the Subservicer receives any notice of suit, litigation or proceeding in the name of the Owner, then the Subservicer shall forward a copy of same to the Owner within a reasonable period of time.

Owner will not be responsible for inspection of any items being executed pursuant to this Limited Power of Attorney and as such, is relying upon the Subservicer to undertake whatever procedures may be necessary to confirm the accuracy of such items.

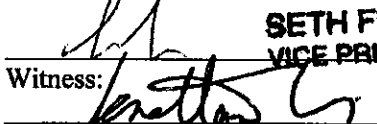
Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the Subservicer to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of Subservicer for all purposes of this Limited Power of Attorney.

Subservicer shall not be obligated to furnish bond or other security in connection with its actions hereunder. The Subservicer hereby agrees to indemnify and hold Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Subservicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Subservicing Agreement or the earlier resignation or removal of any Custodian or Collateral Agent referred to in the Subservicing Agreement.

Owner authorizes Subservicer, by and through any of its directors or officers, or any other employee who is duly authorized by Subservicer to certify, deliver and/or record copies and originals of this Limited Power of Attorney. Subservicer's employees executing such documents in the name of Owner necessary to properly service and administer mortgage loans must hold the office of Assistant Secretary or higher.


If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby. This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

IN WITNESS WHEREOF, J.P. Morgan Mortgage Acquisition Corp. as Owner has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 4th day of January, 2011.

Witness: 
SETH FENTON
VICE PRESIDENT

Witness: 
Jonathan P. Davis
Executive Director

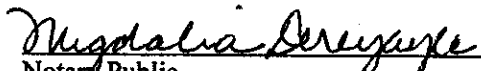
STATE OF NEW YORK
COUNTY OF NEW YORK

By: 
Name: Helaine Hebble
Title: Vice President

On January 4, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Helaine Hebble of J.P. Morgan Mortgage Acquisition Corp. as Owner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

(Seal)


Notary Public

MIGDALIA DEREYAYLA
Notary Public, State of New York
Registration # 01DE6072408
Qualified In Kings County
Commission Expires: April 1, 2014